

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, DORIAN BROOKE KELLEY AND GORDAN SHANNON KELLEY, Co-executors of the Estate of Brenda K. Kelley, Deceased, hereafter referred to as 'Lessor,' and FINLEY RESOURCES INC., hereafter referred to as 'Lessee', are parties to that certain Oil and Gas Lease dated November 1, 2005, and recorded as Instrument Number D205385472, of the Official Records of Tarrant County, Texas (the 'Lease'), said Lease being a part of Assignment and Bill of Sale conveyances recorded under Instrument Number D207365556 dated September 27, 2007, under Instrument Number D210109815 dated effective January 1, 2010, and under Instrument Number D210117986 dated May 19, 2010, of the Official Public Records of Tarrant County, Texas, which Lease Covers the following described lands:

Being (1) tract of land located in Tarrant Co., Texas, more specifically in Mulligan Addition Lot 6. And as recorded in the Real Property records of Tarrant County, as said Warranty Deed dated November 1, 1972 and recorded in Volume 5373 Page 291, Deed Records of Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that the primary term of the Lease was extended for an additional two (2) years from the original primary term expiration as recorded in Document No. D210194412, Official Public Records, Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that said Lease is in full force and effect; and it is the desire of both Lessor and Lessee to amend said Lease in the manner provided hereinbelow.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the first (1st) line of Section 2. by removing the words "three (3)" adding the word "six (6)" to so that the first line now reads:

"2. Subject to the other provisions herein contained, this is a paid-up lease and shall be for a term of six (6)";

ADDITIONALLY, Lessor and Lessee agree to remove Section 13 in it's entirety.

Lessor and Lessee hereby adopt, ratify and confirm said Lease as the same is hereby amended, and Lessor hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties executing the amendment.

This agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXECUTED the 14 day of September, 2010. assigns of the parties executing the amendment.

LESSOR

DORIAN BROOKE KELLEY



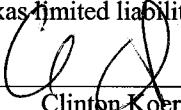
GORDON SHANNON KELLEY



LESSEE

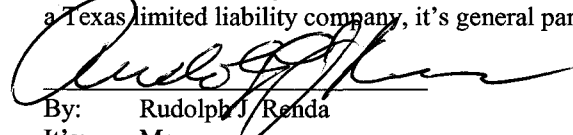
FINLEY PRODUCTION CO., LP

A Texas limited partnership,
 by FPC GP, LLC,
 a Texas limited liability company, it's general partner

By: 
 It's: Vice President

RJR ASSET HOLDINGS, L.P.

a Texas limited partnership,
 by RJR Asset Holdings Management, LLC,
 a Texas limited liability company, it's general partner

By: 
 It's: Manager

Cowtown

BRENT D. TALBOT

CLINTON H. KOERTH

STEPHEN M. CLARK

STATE OF TEXAS §

COUNTY OF TARRANT §

Before me, the undersigned authority, on this 1st day of Oct, 2010 personally appeared DORIAN BROOKE KELLEY AND GORDON SHANNON KELLEY acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of Oct., 2010.

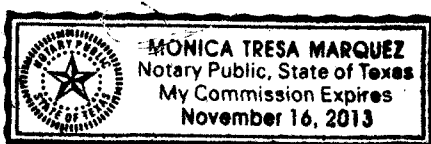
My commission expires:

11/16/2013

Notary Public:

STATE OF TEXAS §

COUNTY OF TARRANT §



Before me, the undersigned authority, on this 1st day of April, ~~2010~~ ²⁰¹¹ personally appeared CLINTON H. KOERTH as the Vice President of FPC GP, LLC, the general partner of Finley Production Co., L.P., and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of April, ~~2010~~ ²⁰¹¹.

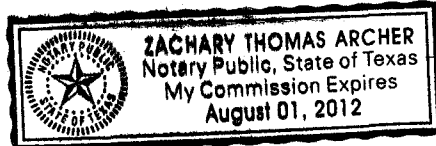
My commission expires:

8-1-2012

Notary Public:

STATE OF TEXAS §

COUNTY OF TARRANT §



Before me, the undersigned authority, on this 25th day of March, ~~2010~~ ²⁰¹¹ personally appeared RUDOLPH J. RENDA as the Manager of RJR Asset Holdings Management, LLC, the general partner of RJR Asset Holdings, L.P., and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 25th day of MARCH, ~~2010~~ ²⁰¹¹.

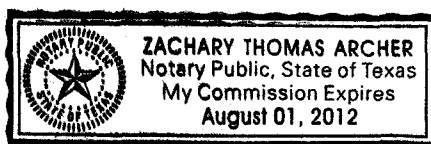
My commission expires:

8-1-2012

Notary Public:

STATE OF TEXAS §

COUNTY OF TARRANT §



Before me, the undersigned authority, on this 1st day of April, ~~2010~~ ²⁰¹¹ personally appeared BRENT D. TALBOT acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of April, ~~2010~~ ²⁰¹¹.

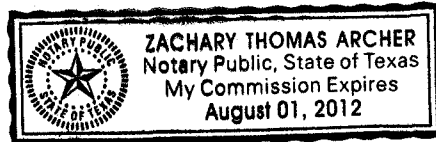
My commission expires:

8-1-2012

Notary Public:

STATE OF TEXAS §

COUNTY OF TARRANT §



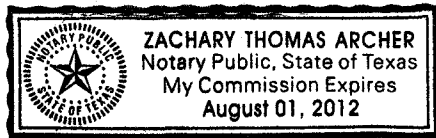
Before me, the undersigned authority, on this 1st day of April, 2010 personally appeared STEPHEN M. CLARK acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of April, 2010.

My commission expires:

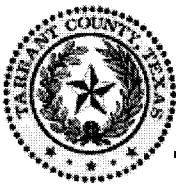
8-1-2012

Notary Public:



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FINLEY RESOURCES INC
1308 LAKE ST
FT WORTH, TX 76102

Submitter: FINLEY RESOURCES INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 4/1/2011 2:47 PM

Instrument #: D211076581

OPR

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PGS

\$20.00

By: _____

Mary Louise Garcia

D211076581

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN